



Contract ID: 7FI-BGV-000x-01042018

Supplemental Agreement

made between

[...]

(hereinafter referred to as the **“Storage Customer”**)

and

Uniper Energy Storage GmbH, Franziusstraße 12, D-40219 Düsseldorf,
acting through its Austrian branch office

“Uniper Energy Storage Austria”

Stoss im Himmel 3/8, 1010 Vienna

(hereinafter referred to as **“Uniper Energy Storage”**)

- hereinafter referred to individually as **“Party”** or collectively as **“Parties”** -

**on the use of Transport Services in the balance group service
for the 7Fields storage facility in Austria (Eastern Market Area)
in the 2018/2019 storage year**

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Introduction

The Storage Customer holds the storage capacities listed in **Annex 1** in the 7Fields storage facility of Uniper Energy Storage, pursuant to at least one storage contract concluded with Uniper Energy Storage. The details of the contract(s) (contract ID and storage capacities contracted) are listed in Annex 1 to this Supplemental Agreement.

In accordance with the storage contracts listed in Annex 1 hereto, the take-over and return point pursuant to GTCS Article 5 (1) for the natural gas quantities intended for injection into or withdrawal from the storage capacities listed in Annex 1 is the Haiming storage connection point which connects the 7Fields storage facility to the transmission pipeline of the network operators Open Grid Europe GmbH and bayernets GmbH (Haiming 2 7F / Haiming 2-7F/bn).

In Austria, the 7Fields storage facility connects to the transmission system of the network operator Gas Connect Austria GmbH at the "Überackern 7Fields" storage connection point (hereinafter referred to as "**ÜA SCP**") and to the distribution network of the network operator Netz Oberösterreich GmbH at the "Zagling" storage connection point (hereinafter referred to as "**ZA SCP**").

Transport capacities (entry and exit capacities) at ÜA SCP and ZA SCP are booked by the storage operator with the responsible network operator, according to the regulations on the gas market model in Austria. These transport capacities provide access to the Virtual Trading Point of the Austrian Eastern Market Area, the Central European Gas Hub (hereinafter referred to as "**CEGH**").

Solely on the basis of the storage contracts listed in Annex 1 hereto and without the conclusion of this Supplemental Agreement, the CEGH is not a take-over and return point in the sense of GTCS Article 5 for the storage capacities listed in Annex 1 hereto. However, Uniper Energy Storage offers the Storage Customer, as an interruptible supplement to its storage capacities for the 2018/2019 storage year listed in Annex 1, the option to use transport services at ÜA SCP and/or at ZA SCP for injection and withdrawal via the CEGH, subject to the terms and conditions of this Supplemental Agreement.

The transport services at the storage connection points in the Eastern Market Area shall be used by way of the balance group service. The gas quantities that are to be injected or withdrawn shall solely be transferred from the balance group of the Storage Customer to the balance group of Uniper Energy Storage (injection) and from the balance group of Uniper Energy Storage to the balance group of the Storage Customer (withdrawal) at the CEGH. Uniper Energy Storage shall direct the utilization of the two storage connection points.

Transport services at a storage connection point which are allocated to the Storage Customer under this Supplemental Agreement shall also continue to be for the priority use of the Storage Customer in the balance group service. In the particular event of disruptions at that storage connection point, Uniper Energy Storage can use the other storage connection point to fulfil the Storage Customer's nominations provided unused transport services are available at that other storage connection point during the period in question. The flexible use of the two storage connection points in the Eastern Market Area for injection and withdrawal will therefore help reduce the risk of disruption to the transport services.

1. Subject-matter of this Supplemental Agreement

- 1.1 Subject to the terms and conditions of this Supplemental Agreement, Uniper Energy Storage offers the Storage Customer the option to inject quantities from the Austrian Eastern Market Area into the 7Fields storage facility or withdraw gas quantities from the 7Fields storage facility into the Austrian Eastern Market Area during the 2018/2019 storage year. To this end, the Storage Customer is allocated transport services at ÜA SCP and/or at ZA SCP according to the provisions of Article 2.

Capacity at ÜA SCP and/or at ZA SCP for transfer from the Austrian Eastern Market Area into the 7Fields storage facility (i.e. injection into storage) is hereinafter referred to as "**Transport Service for Injection**", and capacity at ÜA SCP and/or at ZA SCP for transfer from the 7Fields storage facility into the Eastern Market Area (i.e. withdrawal from storage) is hereinafter referred to as "**Transport Service for Withdrawal**". Transport Service for Injection and Transport Service for Withdrawal are hereinafter referred to jointly as "**Transport Services**".

- 1.2 The Transport Services are not identical with the storage capacities described in Annex 1 hereto (injection rate and withdrawal rate) that the Storage Customer holds in the 7Fields storage facility under the storage contracts listed in Annex 1 hereto. The provisions of the storage contracts and the GTCS including the technical framework conditions set out in Annex III to the GTCS in regard to use of the injection rate and withdrawal rate and the Storage Customer's obligation to observe the respective storage curves shall remain unaffected (cf. Article 4.2).
- 1.3 This Supplemental Agreement shall apply to all storage contracts listed in Annex 1 hereto under which the Storage Customer holds storage capacities in the 7Fields storage facility. If, following conclusion of this Supplemental Agreement, the Storage Customer concludes further storage contracts for storage capacities in the 7Fields storage facility or if, following conclusion of this Supplemental Agreement, storage contracts for storage capacities in the 7Fields storage facility listed in Annex 1 hereto end, this Supplemental Agreement shall also apply to the new storage contracts concluded or shall cease to apply to the storage contracts that have ended. Annex 1 hereto shall be amended accordingly. The storage contracts listed in Annex 1 hereto as amended are hereinafter referred to as "**Listed Storage Contracts**". The total storage capacities that the Storage Customer has access to under the Listed Storage Contracts are hereinafter referred to as "**Listed Storage Capacities**".

2. Allocation of Transport Services

- 2.1 The Storage Customer is allocated the following Transport Services during the period from 06.00 a.m. on 01.04.2018 to 06.00 a.m. on 01.04.2019.

At ÜA SCP:

Transport Service for Injection: xxx.xxx kWh/h
Transport Service for Withdrawal: xxx.xxx kWh/h

At ZA SCP:

Transport Service for Injection: xxx.xxx kWh/h
Transport Service for Withdrawal: xxx.xxx kWh/h

- 2.2 Basically different types of transport capacity (hereinafter referred to as "**Capacity Quality**") are available at the storage connection points. Currently these are only interruptible capacity at ÜA SCP and only standard capacity according to GSNE-VO¹ Section 2 (1) Point 11a at ZA SCP.
- 2.3 The Transport Services referred to in Article 2.1 are based on the Capacity Quality given for the particular SCP in Article 2.2.

3. Austrian take-over and return point

- 3.1 The gas quantities provided for injection from / withdrawal into the Austrian Eastern Market Area are taken over and returned only at the CEGH. The CEGH is therefore also the take-over and return point in the sense of GTCS Article 5 (1) for the Austrian Eastern Market Area.
- 3.2 The take-over in the sense of GTCS Article 7 (2) sentence 1 of gas quantities of the Storage Customer that are intended for injection shall take place at the time when the gas quantity is transferred from the balance group of the Storage Customer to the balance group of Uniper Energy Storage at the CEGH. Similarly the return in the sense of GTCS Article 7 (2) sentence 3 of gas quantities of the Storage Customer that are intended for withdrawal shall take place at the time when the gas quantity is transferred from the balance group of Uniper Energy Storage to the balance group of the Storage Customer at the CEGH.
- 3.3 A take-over from or return to a balance group not allocated to the Storage Customer in the sense of Article 7.1 is not permitted. The handling arrangements set forth in Article 5 apply.

4. Use of the Austrian take-over and return point

- 4.1 Use of the Austrian take-over and return point by the Storage Customer shall be subject to the GTCS unless and to the extent that this Supplemental Agreement expressly provides otherwise.
- 4.2 Use of the Austrian take-over and return point shall always be limited by the injection and withdrawal rates available to the Storage Customer subject to the provisions of the Listed Storage Contracts irrespective of the amount of Transport Services allocated to the Storage Customer pursuant to Article 2.1. Use of the Transport Service for Injection by the Storage Customer always constitutes a simultaneous use of the corresponding injection rate, and use of the Transport Service for Withdrawal by the Storage Customer always constitutes a simultaneous use of the corresponding withdrawal rate.

The Storage Customer shall ensure that the total of the withdrawal rate it cumulatively uses during a given hour at all return points of the 7Fields storage facility does not overrun the total value it has available on the basis of the specific withdrawal curves of the Listed Storage Capacities subject to its current working gas withdrawal at the respective time. Likewise the Storage Customer shall ensure that the total of the injection rate it cumulatively uses during a given hour at all take-over points of the 7Fields storage facility does not overrun the total value it has available on the basis of the specific injection curves of the Listed Storage Capacities subject to its current working gas content at the respective time.

Before correcting a nomination as set out in GTCS Article 10 (2) as a result of an overrun as defined by the preceding clause, Uniper Energy Storage will attempt, so far as this is possible technically and as regards time, to agree with the Storage Customer on the take-over point for correction to the

¹ for definitions see Article 11.1

nomination. This does not constitute an obligation on the part of Uniper Energy Storage to do so. If no agreement is reached, Uniper Energy Storage will make the correction primarily based on the nomination of the Storage Customer for the take-over and return point named in Article 3.

- 4.3 When using Transport Services, the Storage Customer hereby undertakes not to exceed the Transport Services allocated to it for injection or withdrawal; Article 4.2 above shall remain unaffected. Where Transport Services have been nominated in excess of the Transport Services allocated, Uniper Energy Storage may reduce such nominations to the amount of the Transport Service allocated.
- 4.4 The simultaneous injection of gas quantities from Germany and withdrawal of gas quantities to Austria as well as the simultaneous injection of gas quantities from Austria and withdrawal of gas quantities to Germany is regularly not possible due to technical restrictions. Corresponding nominations of the Storage Customer for the Austrian take-over and return point are subject to a significantly increased probability of interruption and will be fulfilled – if at all – exclusively via the ZA SCP. The Storage Customer cannot claim fulfilment of such nomination. In cases of this Article 4.4, Alternative Capacity as defined in Article 6.2 can also be used at the ZA SCP only. The provisions of Articles 6.3 to 6.5 also apply to the use of Alternative Capacity in these cases.
- 4.5 Following conclusion of this Supplemental Agreement, Uniper Energy Storage will set up a separate working gas account for such gas quantities injected or withdrawn using the take-over and return point pursuant to Article 3 (hereinafter referred to as the “**Austria Working Gas Account**”). The working gas account for gas quantities injected or withdrawn using the German take-over and return point at Haiming (hereinafter referred to as the “**Germany Working Gas Account**”) will be maintained separately from the Austria Working Gas Account.

In view of the decisions of the Federal Network Agency (*Bundesnetzagentur*) relating to requirements for the appropriate calculation of network fees for the German market areas (BK9-14/608, “BEATE”) Uniper Energy Storage keeps more than one working gas account for the Storage Customer in conjunction with the Haiming storage connection point (hereinafter referred to as “**Haiming Working Gas Accounts**”). Details regarding the setting up of the Haiming Working Gas Accounts and their modalities of usage are provided for in Annex V of the GTCS. For the purpose of this Article 4.5, all Haiming Working Gas Accounts shall nevertheless be deemed jointly as “Germany Working Gas Account” in the sense of the foregoing definition.

- 4.5.1 Each working gas account shall be firmly assigned to the respective take-over and return point. This means that gas quantities transferred by the Storage Customer for injection at the take-over and return point pursuant to Article 3 hereof will be exclusively credited to its Austria Working Gas Account; gas quantities transferred for injection at Haiming will be exclusively credited to its Germany Working Gas Account. The provisions of GTCS Article 12 (2) shall remain unaffected. Moreover, without prejudice to Article 4.5.3, the Storage Customer shall only be entitled to nominate such working gas quantities for withdrawal at the take-over and return point pursuant to Article 3 that have been credited to its Austria Working Gas Account; at Haiming, the Storage Customer shall only be entitled to nominate such working gas quantities for withdrawal as have been credited to its Germany Working Gas Account.
- 4.5.2 A transfer of working gas quantities from the Austria Working Gas Account to the Germany Working Gas Account or vice versa is admissible. The transfer fee charged under the GSNE-VO by network operators in Austria adjacent to the respective take-over or return points at the 7Fields storage facility will be passed on by Uniper Energy Storage to the Storage Customer without a surcharge and shall be paid by the Storage Customer to Uniper Energy Storage.
A transfer from the / to the Germany Working Gas Account always requires the simultaneous assignment of the transferred working gas quantity to one or several of the Haiming Working Gas

Accounts. Details regarding admissible transfers as well as the transfer fees charges in Germany in relation to the Haiming Working Gas Accounts are provided for in Annex V of the GTCS.

The transfer will be based on working gas quantities in kWh, regardless of any applicability of different calorific values (kWh/m³) at the various take-over and return points.

- 4.5.3 If a withdrawal nomination of the Storage Customer for the return point pursuant to Article 3 exceeds the amount of the Austria Working Gas Account of the Storage Customer, this nomination will simultaneously result in a transfer of gas quantities from the Germany Working Gas Account of the Storage Customer, provided that it has a sufficient working gas supply to fulfil the nomination. The transfer will take place simultaneously with the respective withdrawal nomination. The assignment to the Haiming Working Gas Accounts of the gas quantity transferred from the Germany Working Gas Account is governed by Annex V of the GTCS.
- 4.5.4 Transfer of working gas quantities pursuant to GTCS Article 8 (4) shall only be admissible between working gas accounts of the same type (e.g. from the Austria working gas account of one customer to the Austria working gas account of another customer).
- 4.5.5 In terms of amount, the Germany and Austria Working Gas Accounts shall be limited by the total working gas capacity available to the Storage Customer under the Listed Storage Contracts. The Storage Customer shall ensure, under its own responsibility, that the amounts stated on its Germany Working Gas Account (i.e. all Haiming Working Gas Accounts combined) and Austria Working Gas Account cumulatively do not at any time exceed the total working gas capacity available to the Storage Customer under the Listed Storage Contracts.
- 4.5.6 If the Storage Customer has not been allocated new Transport Services for the period immediately following the end of the term of this Supplemental Agreement (pursuant to a further agreement, see Article 10.2), then the Storage Customer shall be obliged to reduce the working gas balance on its Austria Working Gas Account to 'nil' (0) by the end of the term. This shall also apply where Listed Storage Contracts are valid beyond the end of the term.
- 4.6 The natural gas quality at the take-over and return point according to Article 3 that is to be observed by the Storage Customer pursuant to GTCS Article 14 must meet the requirements for the ÜA SCP and ZA SCP, and consequently ÖVGW Directive G 31 as may be amended from time to time. This directive can be downloaded on the homepage of the Austrian Association for Gas and Water (www.ovgw.at).
- 4.7 For natural gas quantities accepted or returned at the take-over and return point pursuant to Article 3 hereof and for working gas quantities booked to the Austria Working Gas Account, the "**Reference price (purchase) / Reference price (sale)**" in the sense of GTCS Article 1 No. 18 shall be the price on the spot market of the PEGAS CEGH Gas Exchange in €/MWh. The daily CEGH closing price for the relevant gas day published on the CEGH website (<http://www.ceghex.com/>) under "PEGAS CEGH Day Ahead Market, Close" on the trading day immediately preceding the relevant gas day shall apply. Should the PEGAS CEGH Day Ahead Market closing price, be it under this or another name, cease to be published, it shall be replaced by the published price that most closely corresponds to it.
- 4.8 Special losses as set out in GTCS Article 1 No. 19 allotted to the Storage Customer shall be split pro rata between the Storage Customer's Germany Working Gas Account and Austria Working Gas Account. Such pro rata split shall reflect the ratio of the working gas balances stated on such accounts at the time when such special losses occur.

5. Balance group service, nominations and procedures

- 5.1 The gas quantities that are to be injected and/or withdrawn shall be transferred at the take-over and return point according to Article 3 from the balance group of the Storage Customer to the balance group of Uniper Energy Storage (injection) and from the balance group of Uniper Energy Storage to the balance group of the Storage Customer (withdrawal). Uniper Energy Storage shall direct the utilization of the two storage connection points in Austria.

Gas quantities transferred from the balance group of the Storage Customer to the balance group of Uniper Energy Storage for injection should be injected simultaneously. Likewise gas quantities which are returned to the balance group of the Storage Customer for withdrawal from the balance group of Uniper Energy Storage should also be withdrawn simultaneously. This procedure will ensure that the balance group of Uniper Energy Storage is balanced in each hour of a gas day so far as possible. Articles 6.6 and 8 shall remain unaffected.

Gas quantities allocated according to the provisions of the GMMO-VO for the balance group of Uniper Energy Storage based on the entry/exit nominations and/or schedule notifications at the storage connection points are deemed to be the injected and/or withdrawn gas quantities. An injected gas quantity will be credited to the working gas account of the Storage Customer and a withdrawn gas quantity will be debited to its working gas account.

- 5.2 The procedures described below shall govern nominations of the Storage Customer relating to the 7Fields storage facility in the Eastern Market Area regardless of whether the Storage Customer has Transport Services at ÜA SCP or at ZA SCP (or both). These procedures apply to any nominations of the Storage Customer in the Eastern Market Area.

- 5.2.1 The provisions of the GTCS relating to the nomination procedure, in particular, but not solely, Annex II and Annex III, as well as Article 4 of this Supplemental Agreement shall generally apply to storage nominations of the Storage Customer in the balancing group service. This relates in particular to observing the injection and withdrawal curves and to the provisions in Article 4 governing the use of the Austrian take-over and return point including the nomination restrictions.

In accordance with Article 1.4 of Annex II of the GTCS the lead time for re-nominations is at least two (2) hours. If communication is not electronic then the lead time is increased to at least five (5) hours. Article 3.2 of Annex II of the GTCS does not apply.

- 5.2.2 As well as issuing the storage nomination according to Article 5.2.1, the Storage Customer shall be obliged to nominate the gas quantities nominated with Uniper Energy Storage for injection and/or withdrawal at the CEGH according to the conditions which apply there so as to enable the gas quantity to be transferred between the balance group of Uniper Energy Storage and the balance group of the Storage Customer. The content of the nomination at the CEGH must be the same as that of the storage nomination, i.e. a nomination for the same amount and with the same direction of flow must be made for the same hour. The Storage Customer is obliged to issue its nomination at the CEGH simultaneously with the issue of the storage nomination. The foregoing applies *mutatis mutandis* in case of a re-nomination according to Article 1.4 of Annex II of the GTCS.

- 5.3 Uniper Energy Storage nominates the gas quantities at the CEGH according to the storage nominations of the Storage Customer pursuant to Article 5.2.1. Without prejudice to Article 6.6 the content of the nominations is the same as the storage nomination of the Storage Customer, i.e. Uniper Energy Storage issues a nomination in the same amount and with the same direction of flow for the same hour. The same applies in case of re-nominations of the Storage Customer.

- 5.4 Without prejudice to Article 5.6 the rules of the CEGH govern the transfer of gas quantities between the balance group of the Storage Customer and the balance group of Uniper Energy Storage. If the nominations of the Parties at the CEGH are different then the matching rules of the CEGH apply. The final confirmations of the CEGH operator shall be decisive when determining the gas quantities taken over and/or returned at the CEGH.
- 5.5 Transport nominations and/or schedule notifications etc. with the responsible network operators for ÜA SCP and/or ZA SCP for the purpose of transporting the gas quantities taken over for injection and/or returned for withdrawal at the CEGH shall be made by Uniper Energy Storage. Actions or declarations in this regard by the Storage Customer are neither necessary nor possible.
- 5.6 Without prejudice to Article 8.1 the gas quantities transferred for injection from the balance group of the Storage Customer to the balance group of Uniper Energy Storage shall continue to be (co-)owned by the Storage Customer. The gas quantities transferred for withdrawal from the balance group of Uniper Energy Storage to the balance group of the Storage Customer shall pass entirely into the (sole) ownership of the Storage Customer again at the moment of transfer at the CEGH.
- 5.7 The Storage Customer shall fulfil all customs, consumer tax related and other fiscal obligations in regard to the gas quantities which the Storage Customer transfers to the balance group of Uniper Energy Storage at the CEGH.
- 5.8 The Storage Customer hereby consents to the Transport Services at ÜA SCP and/or ZA SCP which are allocated to it under Article 2.1 being made available as part of the balance group service to other customers of Uniper Energy Storage. There shall be no compensatory payments or services in consideration of this. The Storage Customer shall continue to have priority use of the Transport Services allocated to it over these other customers.

6. Interruption of Transport Services

- 6.1 The Transport Service for Injection and/or Withdrawal at the ÜA SCP or ZA SCP may at any time be interrupted either in full or in part to the extent that and for as long as access to the CEGH via the respective SCP or use of the respective SCP is either not at all possible or possible only to a limited extent. This applies in particular to the extent that and for as long as some or all of the transport capacity at the respective SCP is not made available by the network operator responsible (in particular in case of interruptions or restrictions in transport capacities, e.g. for maintenance work or temporary faults) or is reduced owing to measures taken by the market area manager or distribution area manager.

In case of an interruption of Transport Services at an SCP any Transport Service for Injection or Withdrawal remaining available shall be shared among all customers, which have been allocated Transport Service for Injection or Withdrawal at the respective SCP on the basis of a supplemental agreement, pro rata their allocation. In so far as customers do not make full use of their share of the Transport Service at the respective SCP themselves, Uniper Energy Storage will allocate this spare Transport Service to the other customers whose demand for Transport Service is not fully covered by the allocation according to the preceding sentence, pro rata their storage nominations.

The storage connection point at which the Storage Customer is allocated Transport Services is referred to as the "**Primary SCP**" hereinafter. The other storage connection point of the 7Fields storage facility in Austria is referred to as the "**Alternative SCP**" hereinafter. If the Storage Customer is allocated Transport Services at both ÜA SCP and ZA SCP then the storage connection point where Transport Services are disrupted shall be deemed the Primary SCP.

- 6.2 If and to the extent that the Transport Service for injection or Transport Service for Withdrawal allocated to the Storage Customer at the Primary SCP is wholly or partially disrupted as a result of which a nomination of the Storage Customer would have to be reduced, Uniper Energy Storage will attempt to make the corresponding Transport Service for Injection or Transport Service for Withdrawal available to the Storage Customer at the Alternative SCP to the extent of the said reduction (hereinafter referred to as “**Alternative Capacity**”). Article 4.4 sentence 3 shall remain unaffected.

Use of the Alternative Capacity does not require any additional nomination by the Storage Customer over and above the procedure described in Article 5.

- 6.3 Uniper Energy Storage does not hold available any Transport Service for the Storage Customer at the Alternative SAP for the supply of Alternative Capacities. Uniper Energy Storage shall only provide its customers with such Transport Services as Alternative Capacity at the Alternative SCP as are both ready for use and actually unused in the hour in question. The Transport Service is ready for use to the extent the use of the Alternative SCP and access to the CEGH via the Alternative SCP are possible, and in particular in so far as the transport capacity is made available by the transmission system operator responsible. The Transport Service is unused to the extent it is not nominated by customers of Uniper Energy Storage to whom it is allocated under a supplemental agreement for transport services at the SCP concerned.

Uniper Energy Storage does not warrant the availability of Alternative Capacities at the Alternative SCP.

The transport capacities at ZA SCP and ÜA SCP which are available to Uniper Energy Storage each contain interruptible elements. Only interruptible capacity is available at ÜA SCP. Standard capacity as defined by Section 2 (1) No. 11a of GSNE-VO is available at ZA SCP; this contains fixed and interruptible components. Any reduction in Transport Services at the Alternative SCP due to restrictions or interruptions of transport capacity by the network operator responsible or to measures taken by the market area manager or distribution area manager will be deducted in the first instance from the Transport Service available for the Alternative Capacities. The same applies in case of reductions in the storage services (injection and/or withdrawal rate) available at the Alternative SCP.

- 6.4 The total Transport Service for Injection or total Transport Service for Withdrawal available at the Alternative SCP for the Alternative Capacities according to Article 6.3 will be calculated for each hour of each gas day and allocated to all customers of Uniper Energy Storage which use the Alternative Capacities at the Alternative SCP in the particular hour according to Article 6.2 (hereinafter referred to as “**AC-Customers**”).
- 6.5 If the demand of all AC-Customers exceeds the Transport Service for Injection and/or Transport Service for Withdrawal, respectively, that is available in one hour at the Alternative SCP as Alternative Capacity, then the available Transport Service shall be shared among the AC-Customers pro rata the Transport Service for Injection and/or Transport Service for Withdrawal, respectively, that is allocated to them at the Primary SCP on the basis of their respective supplemental agreement. In so far as AC-Customers do not make full use of their share of the Transport Service at the Alternative SCP themselves, Uniper Energy Storage will allocate this spare Transport Service to the other AC-Customers whose demand for Transport Service is not fully covered by the allocation according to the preceding sentence, pro rata their storage nominations.
- 6.6 Even when the Alternative Capacities are taken into account, Uniper Energy Storage cannot ensure that the injection and/or withdrawal will occur simultaneously with the take-over and/or return of gas quantities at the CEGH, as is the basic aim of Article 5.1. Depending on the availability of Alternative

Capacities, it may not be possible to meet part or all of the Storage Customer's nomination even using the Alternative SCP.

In all instances in which the injection and/or withdrawal of gas quantities simultaneously with the take-over and/or return of gas quantities at the CEGH – as is the basic aim of Article 5.1 – is not at all, or not entirely, possible, Uniper Energy Storage shall adjust its nomination at the CEGH which must be made according to Article 5.3 as follows:

- 6.6.1 If and to the extent that a situation of the type outlined in Article 6.6 is already apparent when the storage nomination and/or re-nomination is made by the Storage Customer, Uniper Energy Storage shall reduce its corresponding nomination at the CEGH accordingly. In this case the nomination of Uniper Energy Storage at the CEGH has the same content as the storage nomination confirmed to the Storage Customer with a size reduced accordingly.
- 6.6.2 If and to the extent that a situation of the type outlined in Article 6.6 only becomes apparent after the storage nomination and/or re-nomination of the Storage Customer and the corresponding nomination of Uniper Energy Storage at the CEGH, Uniper Energy Storage will as a priority correct its nomination at the CEGH accordingly. In this case the gas quantities concerned will not be accepted into (injection) and/or returned from (withdrawal) the balance group of Uniper Energy Storage. Uniper Energy Storage shall without undue delay advise the Storage Customer that such a re-nomination has taken place.
- 6.6.3 If a re-nomination according to Article 6.6.2 is not possible because of the lead times for re-nominations which apply at the CEGH, gas quantities transferred by and/or returned to the Storage Customer at the CEGH will only be injected and/or withdrawn, if and to the extent that Transport Services are still available for the Storage Customer. Otherwise the provisions of Article 8.1 apply.

7. Balance Group of the Storage Customer

- 7.1 The Storage Customer must have at least one balance group in the Eastern Market Area for the full term of this Supplemental Agreement. It can either be itself a balance responsible party (*Bilanzgruppenverantwortlicher*, BRP) or join another balance group as a direct member. It shall be for the Storage Customer, under its own responsibility, to register as a BRP and/or join a balance group in the Eastern Market Area and to comply with all related obligations to Energie Control Austria and to the system service providers in the Eastern Market Area. It shall also be for the Storage Customer, under its own responsibility, to make all declarations and carry out all actions necessary in order to be able to transfer gas quantities to and/or withdraw them from the balance group of Uniper Energy Storage at the CEGH.
- 7.2 If the Storage Customer is allocated Transport Services at ÜA SCP according to Article 2.1, then the transport capacities at ÜA SCP on which these Transport Services are based shall be included in the balance group of Uniper Energy Storage and not in the balance group of the Storage Customer.
- 7.3 The balance group of Uniper Energy Storage has the following identification numbers:
 - EIC Code: 25Y-EON1---1---5
 - Type: Y
 - EIC Parent: 21X000000001127H
 - Alias: EGS-B1
- 7.4 As soon as this Supplemental Agreement is concluded the Storage Customer shall inform Uniper Energy Storage of the identification numbers of its balance group which are to be used for the

balance group service. The Storage Customer shall also advise Uniper Energy Storage without delay of any changes in its balance group which take place during the term of this Supplemental Agreement.

8. Balancing the Balance Group, Balancing Energy Costs

8.1 If and to the extent that an injection and/or withdrawal did not take place simultaneously with the take-over and/or return of gas quantities of the Storage Customer at the CEGH, then the balance group of Uniper Energy Storage shall be balanced by making use of positive balancing energy (withdrawal) and/or negative balancing energy (injection).

8.1.1 The already completed take-over and/or return of gas quantities at the CEGH shall remain unaffected. However the gas quantity of the Storage Customer that is balanced through the use of positive and/or negative balancing energy in the balance group of Uniper Energy Storage does not count as withdrawn and/or injected and so will not be debited and/or credited to the working gas account of the Storage Customer. In the event that negative balancing energy is used, the Storage Customer hereby authorises Uniper Energy Storage to dispose of its gas quantities which are in the balance group of Uniper Energy Storage accordingly. Balancing will be carried out according to the AB MGM-BGV by the market area manager on behalf and for the account of Uniper Energy Storage.

8.1.2 Proceeds from negative balancing energy based on the gas quantities transferred by the Storage Customer to the balance group of Uniper Energy Storage but not injected shall be credited by Uniper Energy Storage to the Storage Customer less balancing incentive mark-up (*Strukturierungsbeitrag*). The Storage Customer shall have a duty to reimburse Uniper Energy Storage with the costs of the positive balancing energy plus balancing incentive mark-up based on the gas quantities returned to it from the balance group of Uniper Energy Storage but not withdrawn.

8.2 If and to the extent that an injected gas quantity is not or not fully transferred to the balance group of Uniper Energy Storage in the same hour at the CEGH and/or a withdrawn gas quantity is not or not fully transferred to the balance group of the Storage Customer in the same hour at the CEGH, then a balancing payment shall be made in accordance with the following provisions. The difference between the injected gas quantity and the gas quantity transferred from the balance group of the Storage Customer to the balance group of Uniper Energy Storage is referred to hereinafter as the "**Injection Differential**". The difference between the withdrawn gas quantity and the gas quantity transferred from the balance group of Uniper Energy Storage to the balance group of the Storage Customer is referred to hereinafter as the "**Withdrawal Differential**".

8.2.1 If an Injection Differential or a Withdrawal Differential is due to a nomination at the CEGH that is not made or not correctly made by Uniper Energy Storage according to Article 5.3, or if Uniper Energy Storage is responsible for its occurrence due to a culpable breach of any of its obligations, then the following applies:

The Storage Customer pays Uniper Energy Storage a settlement amount for each Injection Differential. The settlement amount is calculated from the fee for negative balancing energy for the particular Injection Differential less balancing incentive mark-up. The Injection Differential counts as injected, so will be credited to the working gas account of the Storage Customer.

Uniper Energy Storage pays the Storage Customer a settlement amount for each Withdrawal Differential. The settlement amount is calculated from the fee for positive balancing energy for the particular Withdrawal Differential plus balancing incentive mark-up. The Withdrawal Differential counts as withdrawn, so will be debited to the working gas account of the Storage Customer.

This Article 8.2.1 shall not apply if the nomination by Uniper Energy Storage according to Article 5.3 is not made or is incorrectly made as a result of a fault with IT systems or telecommunications equipment (especially systems and equipment of the CEGH operator) which is beyond its control.

- 8.2.2 In all cases to which Article 8.2.1 does not apply, in particular in case of a nomination at the CEGH that is not made or not correctly made by the Storage Customer according to Article 5.2.2, or an intervention by the market area manager according to Section 26 (7) GMMO-VO or by the distribution area manager according to Article 7 AB VGM-BGV, the following applies:

The Storage Customer pays Uniper Energy Storage a settlement amount for each Injection Differential. The settlement amount is calculated from the fee for positive balancing energy for the particular Injection Differential plus balancing incentive mark-up. The Injection Differential counts as injected, so will be credited to the working gas account of the Storage Customer.

Uniper Energy Storage pays the Storage Customer a settlement amount for each Withdrawal Differential. The settlement amount is calculated from the fee for negative balancing energy for the particular Withdrawal Differential less balancing incentive mark-up. The Withdrawal Differential counts as withdrawn, so will be debited to the working gas account of the Storage Customer.

- 8.3 The fees of the market area manager for balancing energy according to AB MGM-BGV and the amount of the balancing incentive mark-up as specified by the market area manager according to Section 26 (6) GMMO-VO and AB MGM-BGV which accrue for the balance group of Uniper Energy Storage at the particular time shall apply. However, in cases of Article 8.2.1, the respective values of the Storage Customer's balance group shall apply.
- 8.4 Should Uniper Energy Storage be in culpable breach of any of its obligations, then the provisions of Articles 8.1 and 8.2 shall not preclude the assertion of claims for additional losses of the Storage Customer.
- 8.5 Uniper Energy Storage shall bring to account the balancing energy allocated to the Storage Customer during a month of the term of this Supplemental Agreement pursuant to Articles 8.1 and 8.2 by the 15th working day of the third month following the respective month.

If Uniper Energy Storage requires information pertaining to the balance group of the Storage Customer for billing purposes, the Storage Customer shall provide such information to Uniper Energy Storage upon request without undue delay.

Uniper Energy Storage and/or the Storage Customer shall make their payments by the third bank working day of the month following receipt of the respective credit note and/or invoice.

The provisions of GTCS Article 15 (1) relating to taxes and of GTCS Article 16 (3) and (6) to (13) apply accordingly.

9. Fees

- 9.1 The Storage Customer shall pay Uniper Energy Storage an additional fee per storage year for the Transport Services allocated to the Storage Customer according to Article 2.1. Without prejudice to Article 9.7, this additional fee shall be due and payable regardless of the actual use (nomination) of the Transport Services. The Storage Customer also undertakes to pay Uniper Energy Storage the proportion of the System Provision Charge (*Netzbereitstellungsentgelt*) that is allotted to it per storage year according to Article 9.4.

For the sake of clarity it is stipulated that the obligation of the Storage Customer according to GTCS Article 4 to pay the variable fees for the injection of natural gas is not affected by the use of the take-over and return point referred to in Article 3, and so it stands alongside the obligation to pay the additional fee according to this Article 9.

9.2 The additional fee for the Transport Services allocated to the Storage Customer according to Article 2.1 is determined by whether the Storage Customer is allocated Transport Services at ÜA SCP and/or ZA SCP.

9.2.1 The additional fee per storage year for the Transport Services at ÜA SCP is calculated using the following mechanism. The sum of

- (i) the System Utilisation Charge (*Netznutzungsentgelt*) in €/kWh/h per year specified by the GSNE-VO for exit from the transmission network into the 7Fields storage facility for one-year contracts for exit capacities, and
- (ii) taxes, charges and/or other levies billed to Uniper Energy Storage by the responsible network operator in addition to the System Utilisation Charge, converted to the exit capacity per kWh/h per year.

shall be multiplied by the Transport Service for Injection in kWh/h allocated to the Storage Customer according to Article 2.1.

9.2.2 The additional fee per storage year for the Transport Services at ZA SCP is calculated using the following mechanism. The sum of

- (i) the System Utilisation Charge in €/kWh/h per year specified by the GSNE-VO for exit from the distribution network into the 7Fields storage facility for one-year contracts for exit capacities, and
- (ii) taxes, charges and/or other levies billed to Uniper Energy Storage by the responsible network operator in addition to the System Utilisation Charge, converted to the exit capacity per kWh/h per year.

shall be multiplied by the Transport Service for Injection in kWh/h allocated to the Storage Customer according to Article 2.1.

The System Utilisation Charge applicable to the above Articles 9.2.1 (i) and 9.2.2 (i) is the fee for the type of capacity (Capacity Quality) which is the basis for the Transport Service allocated to the Storage Customer according to Article 2.1 in the respective storage year.

9.3 The System Utilisation Charges payable by the storage operator to the network operator under the GSNE-VO are set for contracts with a term of one calendar year. However, the Storage Customer will only pay a full annual fee according to Article 9.2 for each storage year in which he is allocated Transport Services according to Article 2.1. The annual System Utilisation Charge applicable to Article 9.2.1 (i) and Article 9.2.2 (i) is that which is set during the course of the respective storage year according to the GSNE-VO.

- (i) If a change to the System Utilisation Charge set by the GSNE-VO takes effect during the 2018/2019 storage year, then the fee payable by the Storage Customer for that storage year will be calculated pro rata temporis according to the new version of the GSNE-VO for the period from when it takes effect to the end of the storage year and according to the previous version of the GSNE-VO for the remaining period of the storage year.

- (ii) If a change to the System Utilisation Charge set by the GSNE-VO takes effect before the 2018/2019 storage year, then the whole annual fee payable by the Storage Customer for that storage year will be calculated according to the new version of the GSNE-VO without prejudice to Article 9.3 (i).

The foregoing provisions shall apply mutatis mutandis if taxes, charges and/or levies invoiced by the responsible network operator for exit capacities in addition to the System Utilisation Charge payable by Uniper Energy Storage are for the first time collected, increased, no longer collected or reduced.

Should the GSNE-VO be superseded by successor regulations at national or European level, this Article 9.3 shall be applied accordingly to those successor regulations.

- 9.4 As well as the additional fee per storage year according to Article 9.2, the Storage Customer shall bear a proportion per storage year of the System Provision Charge levied on the transport capacities at ÜA SCP and ZA SCP under the GSNE-VO.

- (i) The proportion per storage year of the System Provision Charge for Transport Services at ÜA SCP is 0.035 € / kWh/h.
- (ii) The proportion per storage year of the System Provision Charge for Transport Services at ZA SCP is 0.20 € / kWh/h.

The figures given in (i) and (ii) above are multiplied by the Transport Service for Withdrawal (in kWh/h) allocated to the Storage Customer according to Article 2.1 at ÜA SCP and ZA SCP.

- 9.5 The provisions of GTCS Article 15 (1), and of GTCS Article 16 apply mutatis mutandis to the monthly billing of the annual fee and the billing of the proportion of the System Provision Charge according to Article 9.4.

- 9.6 Regarding the use of the take-over and return point according to Article 3, GTCS Article 18 (1) letters d) and e) (abated payment obligations in case of restrictions and interruptions) shall not apply to the additional fee and the proportion of the System Provision Charge under this Article 9 nor to the fees payable by the Storage Customer under the Listed Storage Contracts. The provisions of Article 9.7 are to this extent final.

- 9.7 A refund amount shall be calculated within three months from the end of the storage year.

The refund amount is the sum of all refunded System Utilisation Charges received by Uniper Energy Storage from the responsible network operator in respect of interruptions and/or restrictions of entry/exit transport capacities at ÜA SCP and/or ZA SCP in that storage year if and to the extent that they relate to the transport capacities which are the basis for the Transport Services allocated to the Storage Customer according to Article 2.1 at ÜA SCP / ZA SCP in that storage year.

The refund of network usage fees to the Storage Customer for interruptions or restrictions of Transport Services allocated to him shall not be made if and to the extent that the Storage Customer has received the Transport Services at the Alternative SCP that were restricted or interrupted at the Primary SCP.

- 9.8 The transfer of the gas quantities at the CEGH between the balance group of the Storage Customer and the balance group of Uniper Energy Storage incurs transaction costs for each direction (injection and/or withdrawal). On the one hand these are transaction costs for the trading nominations at the CEGH made by the Storage Customer itself and for which it is invoiced by the CEGH operator or by the BRP of its balance group and paid for by the Storage Customer. On the other hand these are

also transaction costs for the corresponding trading nominations made by Uniper Energy Storage at the CEGH and for which Uniper Energy Storage is invoiced by the CEGH operator. The transaction costs for trading nominations made by Uniper Energy Storage shall be paid by Uniper Energy Storage so are not invoiced to the Storage Customer.

10. Term

- 10.1 The term of this Supplemental Agreement begins at 06.00 a.m. on 01.04.2018 and ends at 06.00 a.m. on 01.04.2019.
- 10.2 Should the Storage Customer wish to use Transport Services at ZA SCP and/or ÜA SCP in subsequent storage years, this shall be subject to the conclusion of an agreement on the use of the Transport Service for the 7Fields storage facility in Austria on the basis of the provisions which apply at Uniper Energy Storage at that time.
- 10.2 The right of the Parties to terminate this agreement for good cause without prior notice shall not be affected.
- 10.4 All notices of termination must be made in writing.
- 10.5 The obligation of Uniper Energy Storage to pay the refund amount according to Article 9.7 shall not be affected by the termination of this Supplemental Agreement.
- 10.6 A termination of this Supplemental Agreement shall not affect the Listed Storage Contracts.

11. Miscellaneous

- 11.1 Unless expressly provided otherwise in this Supplemental Agreement, the definitions contained in GTCS Article 1 shall also apply to this Supplemental Agreement.

The terms “**simultaneous**” and “**simultaneously**” used in the context of this Supplemental Agreement shall mean within the same hour.

“**AB MGM-BGV**” means the approved General Conditions of the market area manager for his legal relationship with balance responsible parties, Version 5.0 of 28.04.2017.

“**AB VGM-BGV**” means the approved General Conditions of the distribution area manager of the Eastern Market Area for contractual relations with balance responsible parties in the Eastern Market Area, Version 03 of 24.08.2016.

“**GMMO-VO**” means the version of the Austrian Gas Market Model Ordinance 2012 (*Gas-Marktmodell-Verordnung 2012*) in force when this Supplemental Agreement is concluded.

“**GSNE-VO**” means the version of the Austrian Gas System Charges Ordinance 2013 (*Gas-Systemnutzungsentgelte-Verordnung 2013*) in force when this Supplemental Agreement is concluded.

Should a new version of the GMMO-VO, GSNE-VO, AB MGM-BGV and/or AB VGM-BGV enter into force during the term of this Supplemental Agreement then the new version shall also apply to this Supplemental Agreement from the date of its entry into force.

“**Article**” shall mean the referred article of this Supplemental Agreement unless another reference is expressly made in individual cases.

- 11.2 The provisions of GTCS Articles 2a, 22 shall not apply to the Transport Services; the Storage Customer may not transfer the Transport Service allocated to it under Article 2.1.

The Storage Customer must notify Uniper Energy Storage if it wishes to allocate all or part of the Transport Service which is allocated to it to another customer of Uniper Energy Storage during the storage year. This is subject to the other customer also having storage capacities in the 7Fields storage facility for the period concerned and concluding a supplemental agreement for the use of the Transport Service in the balance group service for the 7Fields storage facility in Austria. Details in this regard shall be agreed between Uniper Energy Storage, the Storage Customer and the other customer.

- 11.3 Unless expressly provided otherwise in this Supplemental Agreement, the provisions of GTCS Article 20 shall govern the liability of the Parties.
- 11.4 Uniper Energy Storage shall not be held liable for any default on the part of the responsible network operator, market area manager, distribution area manager or operator of the CEGH, including their legal representatives or vicarious agents.
- 11.5 The provisions of GTCS Article 26 (Written Form Clause), Article 27 (Contract Review Following a Change in Circumstances), Article 28 (Governing Law, Settlement of Disputes), Article 29 (Confidentiality) and Article 30 (Severability) shall apply mutatis mutandis to this Supplemental Agreement.

Notwithstanding GTCS Article 26, the text form shall suffice for an amendment of Annex 1 to this Supplemental Agreement.

Place, date

Vienna,

Storage Customer

Uniper Energy Storage GmbH, acting through
Uniper Energy Storage Austria

Annex 1**Listed storage contracts**

Storage contract of [date], Contract ID:

Listed storage capacities

	from xx.xx.xxxx
AGV in GWh	Xxx
BL in MWh/h	Xxx
AL in MWh/h	Xxx

AGV = Working gas volume

BL = Injection rate

AL = Withdrawal rate